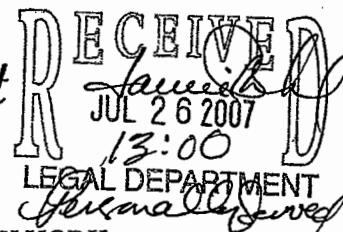


(Rev. 2/5/98) Summons in a Civil Action

United States District Court



SOUTHERN

DISTRICT OF

NEW YORK

Josephine Drakeford

SUMMONS IN A CIVIL CASE

v.

CASE NUMBER:

Washington Mutual

07 CV 3489

TO: (Name and address of defendant)

JUDGE DANIELS

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)
Pro Se Josephine Drakeford
55 East 99th Street, #8D
New York, New York 10029

An answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

MAY 02 2007

CLERK

DATE

Marcos Quintero

(BY) DEPUTY CLERK

JUDGE DANIELS**07 CV 3489**

DECLARATION IN SUPPORT OF REQUEST TO PROCEED IN FORMA PAUPERIS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKJOSEPHINE DRAKEFORD
(petitioner/plaintiff)

-v-

WASHINGTON MUTUAL,
(respondent(s)/defendant(s))**I.F.P. GRANTED.** **RECEIVED**
Leave to proceed in this Court
without payment of fees is
authorized. 28 U.S.C. § 1915.
JUL 26 2007
LEGAL DEPARTMENT

So Ordered;

MAY 01 2007

(Date)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Chief Judge

I, JOSEPHINE DRAKEFORD, am the petitioner/plaintiff in the above entitled case. In support of my motion to proceed without being required to prepay fees or costs or give security therefore, I state that because of my poverty I am unable to pay the costs of said proceeding or to give security therefore, that I believe I am entitled to redress.

I declare that the responses which I have made below are true.

1. If you are presently employed, state the amount of your salary wage per month, and give the name and address of your last employer. **YOU MUST ANSWER THIS QUESTION EVEN IF YOU ARE INCARCERATED.**

Retired.

2. If you are **NOT PRESENTLY EMPLOYED**, state the date of last employment and amount of the salary per month which you received AND how long the employment lasted. **YOU MUST ANSWER THIS QUESTION EVEN IF YOU ARE INCARCERATED. IF YOU HAVE NEVER BEEN EMPLOYED, SAY SO.**

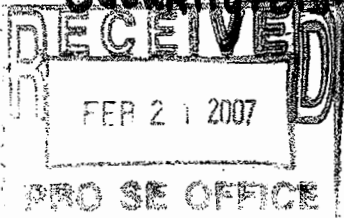
~~Retired 2/22/00 at a salary of \$1,993.00 monthly, employment was 6yrs.~~

3. Have you ever received, within the past twelve months, any money from any of the following sources?

a. Business, profession, or form of self-employment?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
b. Rent payments, interest, or dividends?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
c. Pensions, annuities, or life insurance payments?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
d. Gifts or inheritances?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
e. Any form of public assistance?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
f. Any other sources?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

If the answer to any of the questions in part three is yes, describe each source of money and state the amount received from each during the past months.

(C) Pension, began March, 2000 was \$253 monthly; now \$338.38; Social Security \$815.00 as of 2/14/07.



As of 9/30/06

4. Do you own any cash or do you have money in a checking or savings account?

YES X NO _____ (Including any funds in prison accounts)

If the answer is yes, state the total value owned.

MCU share account, balance = \$68.00 and Checking account = \$200 balance.

5. Do you own any real estate, stock, bonds, notes, automobiles, or other valuable property (including ordinary household furnishings and clothing)?

YES X NO _____

If the answer is yes, describe the property and state its approximate value.

Stock = \$77.18

6. List the person(s) who are dependent upon you for support, state your relationship to those person(s), and indicate how much you contribute toward their support at the present time.

No one

7. If you live in a rented apartment or other rented building, state how much you pay each month for rent. Do not include rent contributed by other people.

\$379.38 monthly.

8. State any special financial circumstances which the court should consider in this application.

I am totally indigent. When I retired I believed I would have a part-

time job, but so far I have not been able to obtain one.
I understand that a false statement or answer to any questions in this declaration will subject me to the penalties for perjury.

I declare under penalty of perjury that the forgoing is true and correct.

signed this 15th day of FEBRUARY, 2007

Josephine Drakeford
(signature)



Office of the New York State Comptroller

Alan G. Hevesi

New York State and Local Retirement System

Employees' Retirement System

Police and Fire Retirement System

110 State Street, Albany, New York 12244-0001

Phone: 1-866-805-0990 or 518-474-7736 Fax: 518-402-4433

E-mail: nyslrsinfo@osc.state.ny.us Web: www.osc.state.ny.us/retire



Mr. Josephine Drakeford
55 E 99th St Apt 8d
Ny NY 10029

September 2006

Office use: 000010105

Reg. No: 37418142

Ret. No: 0S6778070

YOUR 2006 COLA INCREASE INFORMATION

Starting with your September 30, 2006 payment:

Your monthly COLA benefit will include an increase of \$5.67.

Your gross monthly pension will increase from \$332.71 to \$338.38. (This does not reflect adjustments for taxes, health insurance, dues or any other amount that may be deducted from your monthly pension or for Medicare adjustments that may be added to your monthly pension.)

These figures are based on an annual cost-of-living increase of 1.7 percent.

If you have any questions, contact our Call Center toll-free at 1-866-805-0990, or 518-474-7736 if you live within the Albany, New York area.

Social Security Administration Retirement, Survivors and Disability Insurance

Important Information

Northeastern Program Service Center
1 Jamaica Center Plaza
Jamaica, New York 11432-3898
Date: January 2, 2007
Claim Number: 124-32-8284A

1226 T2R M04,PCI,N,JA,T057,

000009415 01 AB 0.317

JOSEPHINE DRAKEFORD
55 E 99 ST 8D
NEW YORK NY 10029-6015



You told us that you do not want medical insurance under Medicare.

What We Will Pay And When

- You will receive \$815.00 for January 2007 around February 14, 2007.
- After that you will receive \$815.00 on or about the second Wednesday of each month.

Information About Medicare

If we have taken out any premiums for months when you were not entitled to Medicare medical insurance, we will return the money to you.

If you decide in the future that you would like to have medical insurance coverage again, you will have to wait until the next general enrollment period. A general enrollment period takes place in January, February, and March of each year and coverage would begin the following July.

You may also be able to enroll during a special enrollment period. You can do this if you meet all of the conditions listed below:

- Your health insurance coverage is under an employer's plan because you or your spouse is working, and
- You have had health insurance coverage under that plan since you became age 65.

You may enroll for Medicare medical insurance at any time you are covered under the group health plan. However, you may wait and enroll during the 8-month period that begins when the work ends or your coverage under the plan ends, whichever occurs first.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE DANIELS

JOSEPHINE DRAKEFORD,

Plaintiff,

07 CV 3489

COMPLAINT

-v-

WASHINGTON MUTUAL,

Defendant.

RECEIVED
JUL 26 2007
LEGAL DEPARTMENT

JOSEPHINE DRAKEFORD, the plaintiff pro se, residing at 55 East 99th St.,
#8D, New York, N. Y. complains of the defendant and alleges upon information and
belief as follows:

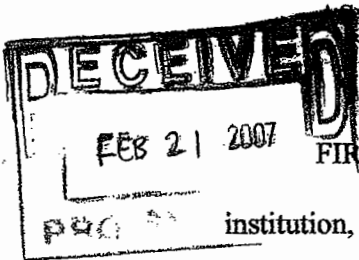
AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF THE

PLAINTIFF, JOSEPHINE DRAKEFORD

FIRST: That at all times hereinafter mentioned, the defendant was a banking

institution, a member of the Federal Deposit Insurance Corporation, doing business under
federal and state law, receiving deposits and exercising fiduciary powers as stated in 15
USCA 78. The address of the Chairman and CEO of defendant, Kerry K. Killinger is
1201 Third Ave., Seattle, Washington 98101.

SECOND: That on December 22, 2006 she withdrew \$20 from an ATM machine
and the receipt read "available balance \$12.45" (Exhibit A-2). Plaintiff knew her account



balance as of the date of her reconciliation statement showed a balance of \$1,427.57 (Exhibit A). Exhibit D states \$1,000 customer withdrawal." This form of larceny is nothing but embezzlement and false pretenses, all three of which are often subsumed under the statutory crime of "theft." According to 4 Stephen's Commentaries on the Laws of England 72-73 (L. Crispin Warmington ed., 21st ed. 1950) this is an infringement of possession, accompanied with a particular criminal intent.

THIRD: That by reason of the above-stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

FOURTH: That as a result of the aforesaid, the plaintiff suffers damages because of the theft of her funds. This statement (Exhibit D) shows an insidious way in which defendant was extorting money from her account, taking money from her balance to prevent her from being overdrawn; nevertheless, they would still deduct an additional \$50 towards the "outstanding" balance in the line of credit account. The law of torts is concerned with the duty to respect the property of others as in Hill v. City of Boston, 122 Mass. 344, 1877 WL 10155 (1877); Tuttle v. Buck, 107 Minn. 145, 1190 N.W. 946 (1909) and a cause of action in tort may be predicated upon an unlawful interference with the enjoyment by another of his private property as illustrated in Manro v. Almeida, 23 U.S. 473, 6 L.Ed. 369 (1825); Hodges v. Pine Product Co., 135 Ga. 134, 68 S.E. 1107 (1910). The theft of at least \$1,500 from plaintiff's checking account is a violation of the U. S. Constitution, Amendment XIV, Sec. 1 speaks of the deprivation of the rights of a person, his life, liberty or property. The damages are embarrassment because of being unable to pay rent, telephone bills, food and personal items. Plaintiff seeks \$500 for each day defendant withheld her money:

12/22 – 12/31	10 days	=	\$ 5,000
1/1 - 1/31	31 days	=	\$15,500
2/1 - 2/13	13 days	=	<u>\$ 6,500</u>
Total =			\$27,000

AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

FIFTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "FOURTH" inclusive, with the same force and effect as though fully set forth at length herein. To illustrate the criminality evidenced in this case, when plaintiff called Customer Service on December 24, 2006, she was told her balance was \$1,624.61 as of 12/13/06 (Exhibit B). The copy of her check book showed that from December 13, 2006 she spent only \$377.42 (checking account #936-007854-1). A child in elementary school can subtract \$377.42 from \$1,624.61 and get the correct balance of \$1,247.19 and not a balance of \$12.00.

SIXTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

SEVENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights to have access to her property—her money. This has created extreme emotional distress for plaintiff. Defendant's actions have subjected plaintiff to indignity, humiliation and embarrassment. Defendant not only deprived plaintiff of her money, but sought to injure her financially and make her homeless. Plaintiff cannot rent an apartment without paying for it. For the

past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid, the plaintiff has been damaged in the sum of \$30,500.

AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

EIGHTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "SEVENTH" inclusive, with the same force and effect as though fully set forth at length herein. The defendant willfully, knowingly and intentionally, with malice aforethought, continued to send overdraft line of credit notices To plaintiff after embezzling her money, approximately \$1,500 (Exhibit C). Defendant has sent no less than four of these overdraft line of credit notices to plaintiff (Exhibit C).

NINTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

TENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights to have access to her property—her money. This has created extreme emotional distress for plaintiff. Defendant's actions have subjected plaintiff to indignity, humiliation and embarrassment. Defendant not only deprived plaintiff of her money, but sought to injure her financially and make her homeless. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

ELEVENTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "TENTH" inclusive, with the same force and effect as though fully set forth at length herein Defendant gave plaintiff an overdraft line of credit account which, supposedly, would eliminate the overdraft fee of \$30.00. However, defendant, despite the direct deposits, would claim each month that plaintiff did not have sufficient funds and would automatically claim they had to extend either \$50 or a \$100 credit each month. At the same time defendant would be deducting \$50 on the balance to the line of credit account from plaintiff's funds. Each month, despite having taken out money previously, the balance would never go down (Exhibit F). Additionally, defendant would charge—despite the line of credit—an additional \$30 - \$32 for "insufficient funds (Exhibit E). There are federal laws, such as the Glass-Steagall Act 12 USCA Sec. 378, that were set up to protect depositors. I am sure that defendant's actions violate a plethora of federal and state laws.

TWELFTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

THIRTEENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of keeping plaintiff in debt. **Defendant fabricates the need for credit when funds sufficient funds are in the account.** These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it.

For the past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

FOURTEENTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "THIRTEENTH" inclusive, with the same force and effect as though fully set forth at length herein. On February 1, 2007 defendant restores \$1,000 to plaintiff's account after deducting \$50 (Exhibit E). Defendant's overdraft line of credit accounts are what are spoken of in Baldrige v. Hadley, C.A. 10 (N.M.) 1974, F. 2d 859, certiorari denied 94 S.Ct.2608, 417 U.S. 910, 41 L.Ed.2d 214, rehearing denied 95 Ct. 159, 419 U.S. 886, 42 L.Ed. 2d 130: "Generally, fraud consists of some deceitful practice or willful device resorted to for purpose of inducing another, in reliance on it, to surrender money, property, or legal rights; it connotes perjury, falsification, concealment and misrepresentation." Also, this is a blatant violation of plaintiff's constitutional rights, Amendment IV "The right of the people to be secure in their persons, houses, papers, and effects..."

FIFTEENTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

SIXTEENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of keeping plaintiff in debt. **Defendant fabricates the need for credit when funds**

sufficient funds are in the account. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF THE

PLAINTIFF, JOSEPHINE DRAKEFORD

SEVENTEENTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "SIXTEENTH" inclusive, with the same force and effect as though fully set forth at length herein.

EIGHTEENTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort

NINETEENTH: On December 26, 2006 at 12:30 p.m. plaintiff visited to one of the branches of defendant at 1221 Madison Ave., New York, N. Y. 10028 to protest the withdrawal of over a thousand dollars from her account. One of defendant's representatives, Ms. Anny Delance, Sr. Personal Financial Representative, Consumer Lending Consultant told plaintiff "You withdrew \$1,000 on December 21, 2006. R.F.V. Heuston, Salmond on the Law of Torts 387 (17th ed. 1977) well describes the further actions of defendant when confronted with this thievery: "The tort of deceit consists in the act of making a willfully false statement with the intent that the plaintiff shall act in reliance on it, and with the result that he does so act and suffers harm in consequence... There are four main elements in this tort: (1) there must be a false representation of fact; (2) the representation must be made with knowledge of its falsity;

(3) it must be made with the intention that it should be acted on by the plaintiff, or by a class of persons which includes the plaintiff, in the manner which resulted in damage to him; (4) it must be proved that the plaintiff has acted upon the false statement and has sustained damage by so doing.”

Additionally, Restatement (Second) of Contracts Sec. 162(1) (1979) well describes what also happened: “A misrepresentation is fraudulent if the maker intends his assertion to induce a party to manifest his assent and the maker (a) knows or believes that the assertion is not in accord with the facts, or (b) does not have the confidence that he states or implies in the truth of the assertion, or (c) knows that he does not have the basis that he states or implies for the assertion.”

TWENTIETH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of Extreme poverty which would lead to homelessness. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent, her creditors, insurance companies and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

TWENTY-FIRST: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered “FIRST” through “TWENTIETH” inclusive, with the same force and effect as though fully set forth at length herein.

TWENTY-SECOND: The fiduciary relationship with plaintiff was breached because defendant was required to act for the benefit of her on all matters within the scope of their relationship. Defendant had the duty to exercise good faith, trust, confidence and candor. It had the duty to exercise a high standard of care in the management of plaintiff's money. Defendant, obviously, has cameras in the bank and no withdrawals can occur without documentation, none of which were produced by defendant when plaintiff confronted it. A police report was filed (Exhibit G) because several crimes had been committed: identity theft, grand larceny, lying, fraud, to name just a few.

TWENTY-THIRD: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

TWENTY-FOURTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of Extreme poverty which would lead to homelessness. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent, her creditors, insurance companies and phone bill. As a result of the aforesaid, the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A EIGHTHTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

TWENTY-FIFTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through TWENTY-FOURTH" inclusive,

with the same force and effect as though fully set forth at length herein. Defendant unlawfully withdrew funds from plaintiff's account. For the last few years plaintiff noticed that defendant deliberately always would say credit of \$50 - \$100 for the last three years at least. Consequently, plaintiff will say defendant has been unlawfully taking and carrying away her personal property (money) with the intent to deprive her of it permanently since she opened her account. Since opening up the new account, defendant will continue to adhere to this form of larceny by monthly deductions and monthly crediting.

TWENTY-SIXTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

TWENTY-SEVENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of Extreme poverty which would lead to homelessness. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent, her creditors, insurance companies and phone bill. As a result of the aforesaid, the plaintiff has been damaged in the sum of \$10,000.

JURISDICTION

The United States District Court has jurisdiction because of the violation of federal laws, and because defendant has branches throughout the United States. 17 Am Jur 2d Sec. 591 "Where the facts presented are undisputed, whether they constitute a performance or a breach of a written contract is a question of law for the court." This

opinion was rendered in the case of *N. Estrada, Inc. v. Terry*, 293 S.W. 286 (Tex. Civ. App. Texarkana 1927). Additionally, 32 Am Jur 2d, Sec. 1028 "Whether an action is between citizens of different states, for diversity purposes, is a question of law to be determined by the trial court and is controlled by the status of the parties at the time suit is begun (*Barrett v. Covert* (Ed Pa) 354 F. Supp. 446). The corporate headquarters of defendant are in Seattle, Washington and plaintiff resides in New York City.

Additionally, the theft of at least \$1,500 from plaintiff's checking account is a violation of the U. S. Constitution, Amendment XIV, Sec. 1 speaks of the deprivation of the rights of a person, his life, liberty or property.

Generally, fraud consists of some deceitful practice or willful device resorted to for purpose of inducing another, in reliance on it, to surrender money, property, or legal rights; it connotes perjury, falsification, concealment and misrepresentation. Defendant grossly violated plaintiff's constitutional rights, Amendment IV "The right of the people to be secure in their persons, houses, papers, and effects..."

WHEREFORE, plaintiff prays the court for judgment against defendant as follows:

- (a) Discontinuance of unlawfully withdrawing money from her account.
- (b) Discontinuance of overdraft line of credit account.
- (c) Enjoin defendant from committing any further acts in furtherance of this deceit, lying, fraud and embezzlement.
- (d) Award plaintiff compensatory and incidental damages recovery for this deliberate and continuous thievery, as well further attempts to create a condition of extreme poverty in plaintiff's life for the sum of \$117,000.

(e) Award plaintiff the right to proceed in forma pauperis, the right to appeal,
together with such other relief, not necessarily limited to pecuniary relief, as
the Court may deem plaintiff entitled to receive.

Dated: New York, N. Y.

February 15, 2007



JOSEPHINE DRAKEFORD
Plaintiff Pro
55 E. 99th St. #8D
New York, N. Y. 10029
646-672-1995

EXHIBIT “A”

an overdraft limit to pay multiple transactions in excess of your available balance and any fees relate your account. Moreover, due to the fact that our overdraft limit was established and indicated on an earlier statement, it is valid as of the statement date, but may change (be increased, lowered or removed) at any time without notice, including before you actually receive your statement due printing and mailing time as well as our process for reviewing overdraft limits. An overdraft limit is a line of credit. If you prefer not to have an overdraft limit, let us know and we would then generally re-credit checks and other transactions that exceed your available balance. The best way to make sure your debit transactions are paid is to maintain sufficient available funds in your account to pay your authorized transactions and fees, which may be due related to your account. If an item/transaction is presented against insufficient available funds, we will charge a fee for each transaction, whether the item/transaction is paid or rejected and the fee, as well as any overdraft paid, will reduce the overdraft limit amount, if a reduced or no funds to pay, for your debit and any associated fees immediately.

This information applies only to credit card lines of credit issued to consumers primarily for not family, household purposes.

the date of this statement, the date of the last statement, advance notice from the date we make a statement until the date the statement is paid in full. The amount that there is no grace period when you are late on your payment. (b) The amount of the advance notice on your Credit Line. The financial institution shall provide you with a statement of (c) and (d) of the daily periodic rate(s) applicable during the billing cycle, and the amount of the advance notice, which is a federal law, must be disclosed as part of the financial statement. We will calculate the finance charge for the billing period by (1) multiplying the average daily balance of the credit line by the daily periodic rate (expressed as a decimal) for the portion of the billing cycle that each daily periodic rate is in effect; by (2) multiplying the result by the number of days the rate is in effect; by (3) multiplying the result by the applicable finance charge rate; (3) adding the products together; and by (4) adding to the result any other finance charges that are due during the billing cycle.

BILLING PROBLEMS SUMMARY: In case of errors or questions about your billing statement, please contact our OIR/CRC Unit at (202) 452-1311 or if you need more information about any of our transactions from our information system, call (202) 452-1311 on a separate sheet of paper, at Washington, D.C. After Customer Service, 452-1306, P.O. Box 3444, Seattle, WA 98111, as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement or notice of the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information:

The dollar amount of the suspected error.
Please describe the error above in plain English. Why do you believe there is an error?
If you need more information, describe the items you are disputing about.
You do not have to pay any amount in question. We are investigating, but you are still obligated to pay the amounts that are not in question. While we investigate your question, we cannot report your delinquency or take any action to collect the amount you question.

WE'LL REPORT THE DETAILS ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, IF ANY, WILL BE REPORTED TO CREDIT BUREAUS. ALL INFORMATION WILL BE REFLECTED IN YOUR CREDIT REPORT.

IT IS REQUESTED THAT YOU HAVE BELIEVED IN THIS IS FOR INFORMATIONAL PURPOSES AND
 PLEASE DO NOT SEND TO COMPTON A DEBIT FROM YOUR PERSONAL ACCOUNT.

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR ELECTRONIC TRANSFERS:

Telephone us at 1-800-748-7001 or write to: E-Verify, Global Modular Electronic Banking Service, P.O. Box 1400, Northridge, CA 91328, as soon as you receive your statement or receipt showing, and if you need more information about a transaction noted on the statement or receipt, you must receive from you no later than 60 days after the receipt of the EBSA statement on which the problem or error appeared.

Describe the nature of the transfer you are making, about as plain and as clearly as you can, in order to help the Service or the court understand the information.

Under the Uniform Automated Clearing House ("ACH") rules, we are required to investigate your credit or your complaint or question in writing within 10 business days of receiving a complaint or question and your account is used primarily for personal, family, or household purposes. We will tell you the results of our investigation within 10 business days of the time we started your account or, if not, then, but generally 30 days after the first day of the month in which we started. That is, if you have an account and will correct any error promptly. If you do not have an account, but, for up to 30 days or 45 days in the case of a new account in the United States or a transaction of the United States or any FOF transaction, to investigate your complaint or question or, if unable to do this, we will credit your account within 10 business days or 20 business days in the case of a new account, for the amount you think is in error. You will have the use of the money during the time it takes us to complete our investigation. If we are going to put your complaint or question in writing and we do not receive it within 10 business days after the applicable date, we may not credit your account. If we decide that there was no error on our part, you will continue to debit within three business days after we finish our investigation. You may not be a sign of the statement. That we used in our investigation.

[illegible][illegible]

100

Be sure any internal records are entered at the deposit section and have entered in the debit section of your report.

EXHIBIT “A1”

NUMBER OR CODE		DATE	DESCRIPTION	PAYMENT AMOUNT	FEE	BALANCE
2655	11/18	11/20	Rite Aid Foodchase Supermarket	330.13	✓	738.17
2656	11/20	11/20	Don. Sup. YCHAD	34.01	✓	1078.51
2657	12/1	12/1	Verizon	15.00	✓	
	12/1	12/1	SEAPAC	8.12	✓	796.64
	12/3	12/3	New Roch. Wre. Duane Reader	208.75	✓	809.14
	12/5	12/5	USP. mail dep.	2.00	✓	
	12/6	12/6	Bank Food	6.00	✓	706.09
	12/6	12/6	ATM	20.00	✓	
2658	12/9	12/11	GNC	12.99	✓	
	12/11	12/11	Infinity Razor	33.90	✓	
	12/11	12/11	Spoken Art	21.19	✓	1024.63
	12/11	12/11	Rite Aid	15.62	✓	1009.01
	12/13	12/13	F.A.O. Schwarz	17.34	✓	991.67
	12/13	12/13	Don. Sup.	15.71	✓	975.96
	12/14	12/14	Abn. Sup.	20.00	✓	955.96
2659	12/15	12/15	Card Men	11.38	✓	
2660			U.S. Dep of Educ	41.00	✓	914.96
2661			Accl.	46.00	✓	868.96
2662			USBC 15120-2500 0418 6443	14.40	✓	854.56
2663			Michael's Stationery	4.06	✓	850.50
2664			U.S.P.O.	1.00	✓	849.50
2665	12/15	12/15	Rodriguez Desert			

PROTECT YOUR ACCOUNT - USE CHECKS IN SEQUENTIAL ORDER. RECONCILE STATEMENT PROMPTLY.

PLAINTIFF'S EXHIBIT

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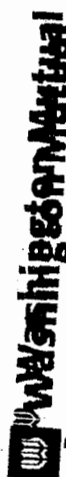
A-1

EXHIBIT “A2”

☐ AD-Automatic Deposit
 ☐ AP-Automatic Payment
 ☐ ATM-Teller Machine
 ☐ DC-Debit Card
 ☐ T-Tax Deductible
 ☐ TT-Telephone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT AMOUNT	✓	FEE	DEPOSIT AMOUNT
	12/19/06	Reconciliation				
	12/20	CCCC MDA DE				\$1246.94
	12/21	Pao. P.C.	151.00			
	11/10	Auto Debit WM LOAN	9.95	✓		1035.94
3/6/6	12/16	Puritan's Pride	50.00			1035.99
	12/19	Metra	4.54			939.29
	"	atm	91.66			
	"	Slenderbank	76.00	✓		
	12/20	atm	2.99	✓		
	12/21	Met Food markets	33.95	✓		809.87
	12/21	Modells	23.27	✓		
	12/22	atm	71.04			715.50
			59.99			
			21.00			
			39.41			
		Duane Reade	23.49			
		Duane Reade	5.87			
		Barnes & Noble	9.95			
		US P.O.	1.26			596.70
		US P.O.	7.02			

welcome to



Date 12/22/06 Time 11:02 AM Machine S2B04335

*****8017
2554 BROADWAY
NEW YORK NY

TRANS NUMBER 7774
WITHDRAWAL FROM CHECKING

CURRENT BALANCE
AVAILABLE BALANCE

\$20.00

\$75.43
\$12.45

SHOP. SWIPE. SIGN.
WHAT WOULD YOU DO
WITH \$1,000?
SEE OFFICIAL RULES
IN ALL WAMU BRANCHES.
NO PURCHASE NECESSARY.

A-2

PLAINTIFF'S
EXHIBIT
A-2

3

EXHIBIT
B

EXHIBIT
1/C

EXHIBIT
D

EXHIBIT “A3”

113

EXHIBIT “B”

Director
Board of Governors of the Fed. Reserve System
Division of Consumer & Community Affairs
Washington, D. C. 20551

Re: Washington Mutual
A/C #9360078541

Dear Director:

I spoke with a representative of Washington Mutual one hour and a half ago. She gave me a balance of \$1,624.61 as of 12/13/06. The credits from 12/12/06 totalled \$377.42. She told me I had \$100.00 left in my account from this balance of \$1,624.61. What has happened to the hundreds of dollars still missing?

I was bookkeeping major and I had to be accurate down to the last penny. When a financial institution can defraud hundreds of dollars from customers over a period of years, this is a federal crime. Notice the withdrawal slip attached to the second copy of a page from my check book which shows the banks says I can only withdraw \$12.45.

Washington Mutual feels that if they can claim I have insufficient funds in my account they will have all of my checks bounce and they can then charge me. This is how their line of credit works with me: they charge me per bounced check despite having a line of credit.

For almost two years Washington Mutual would charge me for an over limit fee even when money was in my account. By extorting money from me they hope to create a legal reason for continued over limit fees.

Please investigate, and make Washington Mutual refund all of the money they have extorted from me through the years.

Cc: Kerry K. Killinger Chairman & CEO
Securities & Exchange Commission

Yours truly,


Josephine Drakeford

PLAINTIFF'S
EXHIBIT

EXHIBIT “C/C”

Washington Mutual Bank, FA

DATE 01/30/07

IMPORTANT ACCOUNT INFORMATION

LINE OF CREDIT PAYMENTS
P.O. BOX 6868
LAKE WORTH, FL 33466-6868

VERDRAFT LINE OF CREDIT PAST DUE NOTICE

our Overdraft Line of Credit payment is past due. Please pay the amount past due right away, or deposit enough funds in your account to make the payment. If you wish to transfer funds to this account, or if you have any questions, give us a call at 1-800-788-7000. We're here 24 hours a day, 7 days a week.

ACCOUNT NUMBER 936-007854-1

PAYMENT DUE DATE	01/30/07
AMOUNT PAST DUE	50.00
ODLOC BALANCE	335.37

CHECKING BALANCE	.00
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JOSEPHINE DRAKEFORD
55 E 99TH ST APT 8D
NEW YORK NY 10029-6015

IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED, THIS IS FOR INFORMATIONAL PURPOSES AND IS NOT AN ATTEMPT TO COLLECT A DEBT.

PLAINTIFF'S
EXHIBIT

R/C

EXHIBIT “D”

ACCOUNT #

ACCOUNT NAME

PRODUCT

093600000078541

DRAKEFORD JOS

FREE CHECKING

CURRENT BALANCE: \$0.01

DATE	WITHDRAWALS	DEPOSITS	CHECK #	DESCRIPTION
01/03/2007	-\$301.25	<i>into new account</i>		CUSTOMER WITHDRAWAL
01/02/2007	-\$50.00			AUTO PAYMENT TO ODLOC
01/02/2007	-\$23.90		2658	
12/29/2006		\$336.38		NYSLRS PENSION PR XXXXXXXX8411 0
12/28/2006		\$100.00		AUTO ADVANCE FROM ODLOC
12/28/2006	-\$91.66		2666	
12/28/2006		\$20.00		MC-MODELL'S #65 MANHATTAN NY
12/26/2006	-\$2.99			MC-MODELL'S #65 MANHATTAN NY
12/26/2006	-\$59.99			MC-MODELL'S #65 MANHATTAN NY
12/26/2006	-\$4.32	<i>Duane Reade</i>		125 EAST 86TH STRE NEW YORK 1226 STANY
12/26/2006	-\$7.02	<i>U.S.P.O.</i>		693 COLUMBUS AVENUE NEW YORK 1223 STANY
12/26/2006	-\$1.26	<i>U.S.P.O.</i>		693 COLUMBUS AVENUE NEW YORK 1223 STANY
12/22/2006	-\$9.95	<i>Barnes'n Noble</i>		240 EAST 86TH STREET NEW YORK 1222 STANY
12/22/2006	-\$5.97	<i>Duane Reade</i>		125 EAST 86TH STRE NEW YORK 1222 STANY
12/22/2006	-\$23.49	<i>Duane Reade</i>		125 EAST 86TH STRE NEW YORK 1222 STANY
12/22/2006		\$50.00		AUTO ADVANCE FROM ODLOC
12/22/2006	-\$20.00	<i>WM - atm</i>		2554 BROADWAY NEW YORK 1222 GWFNY
12/21/2006		\$50.00		AUTO ADVANCE FROM ODLOC
12/21/2006	-\$10.00		2665	
12/21/2006	-\$14.40		2664	
12/21/2006	-\$20.00		2660	
12/21/2006	-\$15.71		2659	
12/21/2006	-\$1,000.00			CUSTOMER WITHDRAWAL
12/20/2006	-\$151.00			CCCS MD & DE, IN CCCS PYMNT 389597 0
12/20/2006	-\$71.04	<i>MET FOODS</i>		235 EAST 106TH ST. NEW YORK 1220 STANY
12/19/2006	-\$11.38		2661	
12/19/2006	-\$41.00			DELL FINANCIAL CHECK PYMT 2662 0
12/19/2006	-\$46.00			HSBC CREDIT SVC2 CHECKPAYMT 2663 0
12/19/2006	-\$9.95			PEOPLE PC INT SVC 0
12/19/2006	-\$23.27	<i>Rite Aid</i>		741 COLUMBUS AVENUE MANHATTAN 1219 STANY
12/19/2006	-\$20.00	<i>WM - atm</i>		106TH ST & 3RD AVE #1 NEW YORK 1219 GWFNY
12/19/2006	-\$33.98			SLAMDUNK SPORTSWEAR NEW YORK 1219 STANY
12/19/2006	-\$76.00			130 LIVINGSTON ST 5TH 212-METROCARD 1219 STANY
12/18/2006	-\$4.54	<i>USPO</i>		693 COLUMBUS AVENUE NEW YORK 1216 STANY
12/15/2006	-\$15.00		2657	
12/15/2006	-\$17.34			MC-FAO SCHWARZ INC. NEW YORK NY
2/15/2006		\$5.49 - <i>Hardware Store</i>		2438 BROADWAY@90TH ST NEW YORK 1215 GWFNY
2/15/2006	-\$4.06	<i>USPO</i>		693 COLUMBUS AVENUE NEW YORK 1215 STANY
2/13/2006		\$789.00		US TREASURY 303 SOC SEC 0
2/12/2006	-\$15.62	<i>Rite Aid</i>		741 COLUMBUS AVENUE MANHATTAN 1212 STANY
2/12/2006	-\$21.19	<i>Target</i>		110 W 32ND ST 8TH FL NEW YORK 1212 STANY
2/11/2006	-\$12.99	<i>GNC</i>		2496 BROADWAY NEW YORK 1209 STANY

PLAINTIFF'S
EXHIBIT

EXHIBIT “E/E”

This Statement CoversFrom: 01/06/07
Through: 02/06/07**Need assistance?**To reach us anytime,
call 1-800-788-7000
or visit us at wamu.comJOSEPHINE DRAKEFORD
55 E 99TH ST APT 8D
NEW YORK NY 10029-6015

80399

Enclosed is important information about changes that may affect your Washington Mutual accounts and services.
For questions, visit your Financial Center or call 1-800-788-7000.**Your Free Checking Detail Information**

JOSEPHINE DRAKEFORD

Account Number: 936-007854-1
Washington Mutual Bank, FAPay bills online from a WaMu checking account at wamu.com. It's Fast, Easy and FREE. You can pay one bill or set up recurring payments, even view payment history online. Log-in today and click on Pay Bills and Loans.**Your Account at a Glance**

Beginning Balance	\$0.01
Checks Paid	\$0.00
Other Withdrawals	-\$865.01
Deposits	+\$1,815.00
Ending Balance	\$950.00

Date	Description	Withdrawals (-)	Deposits (+)
01/10	Transfer Withdrawal	\$815.01	
01/10	US TREASURY 303 SOC SEC		\$815.00
02/01	Customer Deposit		\$1,000.00
02/01	Auto Payment To ODLOC	\$50.00	

Calendar Year-To-Date Overdraft/Non-Sufficient Funds Charges
(excluding any charges which have been waived or refunded):

Overdraft charges	\$0.00
Non-Sufficient Funds charges	\$0.00

As of the statement end date, the fee for any Non-Sufficient Funds transaction, whether paid or returned, was \$32.00 per transaction.

0 03-X-83

Page 1 of 2

Deposits are FDIC Insured



Form CS500048 0000018647

X



EXHIBIT “F”

Your Overdraft Line Of Credit Detail Information

JOSEPHINE DRAKEFORD

Account Number: 936-007854-1

Washington Mutual Bank, FA

Your Account at a Glance

Credit Limit	\$500.00	Prior Year Interest Collected	\$53.61
Available Credit	\$200.19	YTD Interest Collected	\$5.92
Closing Date	02/06/2007	Days in Current Cycle	32
Payment Due Date	03/03/2007		
Minimum Payment Due	\$50.00		

Overdraft Line of Credit Summary Information

Interest Summary Information

Previous Balance	\$325.37
Advances/Debits	+\$20.00
Payments/Credits	-\$50.00
FINANCE CHARGES	
Interest Assessed	+\$4.44
New Balance	\$299.81

Daily Periodic Rate	.0438356%
Days In Period	32
Average Daily Balance	\$317.13
Annual Percentage Rate	16.00%

Date	Description	Advances (+)	Payments (-)
01/30	Late Charge	\$10.00	
01/31	Annual Fee	\$10.00	
02/01	Auto Payment - Checking		\$50.00

JOSEPHINE DRAKEFORD

Washington Mutual
 Line Of Credit Payments
 P.O. Box 6868
 Lake Worth, FL 33466-6868

Account Number: 936-007854-1

Minimum Payment Due	Current Payment Due	Past Due Amount	Payment Due Date	Amount Paid
\$50.00	\$50.00	\$0.00	03/03/2007	

For your convenience, we will automatically deduct the Minimum Payment Due from your checking account on the Payment Due Date.

If, however, you would like to make your payment prior to the due date, please cut off this portion of your statement and mail with your payment to the address shown above. Payments are also accepted at any Washington Mutual financial center.



EXHIBIT “G”



INCIDENT INFORMATION SLIP

PD 301-164 (Rev 3-98)-Pent (RMU)

Date: 01/04/07

Welcome to

020 Pct

(Command)

(Address)

(Telephone No.)

We hope that your business with us was handled satisfactorily. Your particular matter has been assigned the following number(s):

Complaint Report No.:

68 Pct 23 102ST 212 860-6411

Accident Report No.:

Aided Report No.:

Reported to:

PO Rodriguez 2841

(Rank) (Name)

(Shield No.)

Date of Occurrence:

Time:

Location of Occurrence:

Washington Mutual Bank - E 85th St NYC, NY

Crime:

ID Theft

Please keep this report should you have to refer to this matter in the future. If you need any further assistance feel free to

Contact us at telephone number (212) 580-6411. Please let us know if you have any suggestions on how we can

better serve you. As you may already know, we will provide you with a crime prevention survey of your residence or business.

Please ask for more information on this and other crime prevention initiatives. Our goal is to make you and your property safe.

Complaint
Number 68

COURTESY — PROFESSIONALISM — RESPECT

REMEMBER: CALL "911" FOR EMERGENCIES ONLY!!!!

E /